

Email:regaftrb.mum-mod@gov.in
 Email:aftrbm2012@gov.in
 Tele: 022-23611996
 Fax: 022-23611994

Armed Forces Tribunal
 Regional Bench, Mumbai
 7th Floor, MTNL Bld
 A.G. Bell Marg, Malabar Hill
 Mumbai – 400 006

F. No. AFT/RBM/ADM/OUTSOURCING/TE/317 /2020

23rd September, 2020

TO

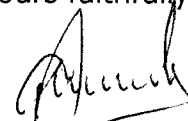
TENDER NOTICE

**FOR HIRING OF OUTSOURING OF MANPOWER STAFF ON CONTRACT BASIS
 FOR ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI**

1. Armed Forces Tribunal, Regional Bench, Mumbai invites sealed tenders under two-bid system from reputed and experienced agencies for HIRING OF OUTSOURCING MANPOWER STAFF ON CONTRACT BASIS AT THE ABOVE ADDRESS.
2. The interested agencies are required to submit the technical and financial bid separately. The bids in sealed cover-I containing "Technical Bid" and sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover super scribed "Tender for HIRING OF SKILLED AND HIGHLY SKILLED MANPOWER STAFF ON CONTRACAT BASIS" and should reach **1.00 PM** on or before **26TH October, 2020**. The Technical & Financial bid shall be opened on the **27th October, 2020** at **2.00 PM**.
3. The tender document containing eligibility, scope of work, terms and conditions and draft agreement can be collected on request from the Registrar, Armed Forces Tribunal, Regional Bench, Mumbai, 7th Floor, MTNL Bldg; A.G. Bell Marg, Malabar Hill, Mumbai – 400 006. The Earnest Money Deposit as provided in Rule 170 GFR 2017 Bid Security (EMD) should be ordinarily be two to percent to five percent of the estimated value of contract. Bid security is normally to remain valid for a period of 45 days beyond the final bid validity period and should be paid by Account Payee Demand Draft or Bankers Cheque in favour of THE REGISTRAR, ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI.
4. The criterion of selection as well as rejection is defined in Appendix 'B' of the Tender Documents.
5. The Bid shall remain valid for 90 days from the date of opening of Technical Bid. Any future clarification and / or corrigendum so shall be communicated through the Registrar, Armed Forces Tribunal, Regional Bench, Mumbai, 7th Floor, MTNL Bldg; A.G. Bell Marg, Malabar Hill, Mumbai – 400 006.

NOTE: This notice is part of Tender documents.

Yours faithfully,



(V. J. Kale)
 Registrar (I/C)



TERMS AND CONDITIONS REQUIRED FOR CONTRACT

SUB: CALLING TENDER FOR HIRING OF OUTSOURCING OF MANPOWER STAFF ON CONTRACT BASIS FOR ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI: -

(a) Armed Forces Tribunal, Regional Bench, Mumbai is located at 07th floor, MTNL Building, A.G. Bell Marg, Malabar Hill, Mumbai - 400 006. The services of hiring of manpower staff on Contract basis are required for Government office work and to upkeep of Armed Forces Tribunal, Regional Bench, Mumbai.

General Area of Armed Forces Tribunal:-

1. Presently, constructed area of Tribunal building is approximately 11970 sq. ft.

Terms and Conditions:-

2. Tenders will be submitted in two bids system as under:-

(a) **Technical Bids:-** In Technical Bids, the bidder has to submit photocopies of the following documents for qualifying the Technical Bids:-

- (i) PAN & TAN No.
- (ii) Form ST-2 (Certificate of Registration under Section 69 of Finance Act 1994).
- (iii) Certificate of Registration with Labour Commissioner under Act 1970 with update registration for employees.
- (iv) Certificate of **EPF** Registration.
- (v) Certificate of **ESIC** Registration.
- (vi) Certificate of **GST** Registration.
- (vii) Financial Turnover
- (viii) IT Return for last two years
- (ix) History of the company
- (x) Training Centre
- (xi) Any other documents required under the Contract Labour Act Para 3(a) Preparation of Technical Bid.
- (xii) Experience with other Govt. Agencies, if any.

Check List (Technical Bid)

Summary of Compliance to requirement of Tenders

Sl.No.	Description of Requirement	Yes/No	Page No.
1	The firm is registered with the Regional Labour Commissioner under the Provision of Contract Labour Act and its validity date		
2	Copies of Balance Sheet and P & L Account for the last two years		
3	Registration Certificate of Provident Fund Commissioner		
4	Copy of Registration of Service Tax Number(GST)		
5	Copy of PAN Number		
6	Registration Certificate of ESIC		
7	Proforma containing details of other organization where such contracts were/are enclosed		
8	EMD of the prescribed amount enclosed		
9	Price Bid enclosed in sealed envelope separately		
10	Acceptance of Terms and Conditions attached. Each page of Terms and Conditions to be duly signed as token of acceptance and submitted as part of the tender documents.		
11	Copy of the Last Two Years Income Tax Return		
12	Undertaking of the bidder to the effect that no case is pending against the proprietor/firm/parties relating to any previous service contract		
13	Office address		
14	Copy of any two currently valid contract for similar work		

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Enclosures: -

- (a) DD/Bankers Cheque.
- (b) Terms and Conditions (each page signed and sealed).
- (c) Financial Bid.

(Signature of tendered with Seal)
Name, Seal
Office address

Date:

3. (b) Financial Bids: In Financial Bid, the bidder has to mention the rates of wages of each category separately with all details / breakdown of PER DAY basis with their rates of Service Charges. **Service Charge should not be less than 1%**. In case the Service Charge is less than 1%, the tender will be rejected. The rate of minimum wages as declared by Govt. of India, Ministry of Labour & Employment, New Delhi Order No. 1/VDA(3)/2020-LS-II dated 06.05.2020 amended from time to time will be taken into account in following manner: -

SL. No.	Description	Category			Remarks
		Un-Skilled	Skilled	Highly Skilled	No. of days
1	Basic including VDA	629 x 26=16354	764 x 26=19864	831x26=21606	26
2	EPF (13%)	2126	2582	2808	
3	ESIC (4.75%)	777	944	1026	
4	Bonus	583	583	583	
5	Sub Total (1+4)	16937	20447	22189	
6	Service Charge				
7	Total (5+6)				
8	Per Day Rate				

NOTE: Submission of all the documents mentioned above along with the declaration, is mandatory. Non-submission of any of the information above may render the bid to be rejected.

Duties of the Personnel:

3. The duties of the following personnel defined at Annexure -I to V to this letter: -
 - (a) Tribunal Master Steno Grade 'C' (Highly Skilled) – 02 Nos.
 - (b) Junior Accountant (Highly Skilled) – 01 No.
 - (c) Stenographer Grade 'D'(Skilled) – 03 Nos.
 - (d) Data Entry Operator (Skilled) – 04 Nos.
 - (e) Multi Tasking Staff (Peon-cum helper)(un-skilled) – 02 Nos.
4. Working hours of the Tribunal : 09.30 A.M. to 05.30 P.M.

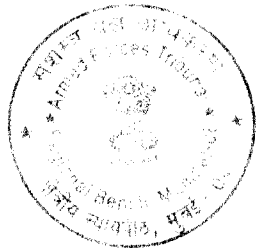
5. General Terms & conditions: -

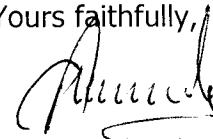
- i) Contractors should inspect the premises before submitting their quotes for AMC. The contractor should **supply the personnel mentioned at Para 3 (a) to (e)**, accordingly the monthly bills to be submitted to the Registrar, AFT, RBM.
- ii) The firm should have at least 3 years experience in the field of providing manpower for supply of office staff – unskilled, Skilled & Highly Skilled manpower staff on contract basis for Government office functions.
- iii) The firm shall have its own qualified staff and the work should not be given to any sub-contractor. As per direction out of 12 persons provided by you, one-two persons must have experience of electrical / carpentry work and be able to do all minor works in the office as and when required. Out of these persons one must have licence to drive two wheeler and he has to go outside the office for delivery of letters. These persons will be used by office for sending letters by hand delivery within Mumbai local area as and when required.
- iv) If the AFT, RBM desires any further manpower or any further modifications to the manpower, the same shall be supplied by you at the rate agreed upon.
- iv) Any complaint call made should be attended to within 12 Hrs. from the receipt of such call.
- v) Preventive general cleanship would be carried out once in a quarter during the outsourcing manpower period, so that the AFT premises should look neat and tidy. A record of such preventive general cleanship should be submitted on each occasion before the Registrar, AFT, RBM.
- vi) In case the outsourcing manpower contract defaults in rendering the service beyond 24 hrs. Then a penalty of Rs.200/- per day shall be imposed and the discretion of which shall lie with the administration.
- vii) The outsourcing manpower staff contract shall remain in force for a period of one year from the date of issue of letter awarding the contract.
- viii) In case the service is found to be unsatisfactory, the outsourcing manpower staff contract will be cancelled without assigning any reason.
- ix) The Registrar, Armed Forces Tribunal, Regional Bench Mumbai reserves the right to select or reject any or all the quotations received without assigning any reasons whatsoever.

The Contract and Governing Rules:-

6. (a) The Contract shall be considered and made in accordance with the Laws of Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India. In the event of any legal dispute, the District Court, Mumbai shall have the jurisdiction.
- (b) Penalty for use of Undue influence: - The Bidder will undertake that he has not given offered or promised to give directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of this organization.
- (c) Non-disclosure of Contract Documents: - Except with the written consent of the organization/Bidder, other party shall not disclose the contract or any provision, specification, plan design, pattern or information thereof to any third party.
- (d) Termination of Contract: - The organization (Armed Forces Tribunal, Regional Bench, 07th Floor, MTNL Building, A.G. Bell Marg, Malabar Hill, Mumbai-400 006 shall have the right to terminate this Contract in part or full in any of the following cases:-
- (i) The organization, if noticed that the services which are provided are not satisfactory.
- (ii) The Contractor providing the services has become insolvent.
- (e) Language of Contract: - Any notice required to be given under the Contract shall be written in English language and may be delivered personally to this office.
- (f) Payments: - Bills to be prepared by the Contractor and submitted to the Registrar, Armed Forces Tribunal, Regional Bench Mumbai of this office by 3rd working day of the following month for onward submission to the Principal Controller of Defence Accounts (Navy), No.1 Cooperage Road, Colaba, Mumbai – 400 039 along with proof of EPF / ESI details of previous month of each individual.

7. Period of Contract: - The contract shall come in force with effect from **01/12/2020** (after completion of documentation and approval of Competent Financial Authority (CFA) for a period of one year till **30/11/2021**, unless terminated earlier (refer Para 6(d) of Appendix 'B' calling Tender). The period of Contract can also be extended on approval of Competent Authority if the organization so desires and the work of the Contractor found satisfactory on the same terms and conditions but in any case the Contract shall not be extended beyond the period of three years.
8. Visit: - The premises of Armed Forces Tribunal can be visited and surveyed by the bidder to assess the requirement of personnel for the services on any working day between 10.30 AM to 04.30 PM, on prior appointment from the Registrar, AFT, RBM.
9. Date and Time of Depositing of Bids:- Sealed Tenders envelope should be sent by registered post or can be dropped in letter box placed at the Main Gate of AFT, RBM, 7th floor, MTNL Bldg; Malabar Hill, Mumbai – 400 006 by **26/10/2020** till **01.00 PM**. During Tender opening, representative of Contractor can be present to witness the proceedings. The Bids will be valid till signing the Contract Agreement.
11. For further query contact telephone Number: 022 - 23611996
12. Performance Security:- Once contract is finalized, the Contractor so selected will be required to deposit Performance Security for an amount of 5% of the approximate cost of the project which should be valid for 60 days beyond the contract period after expiry of agreement, if not otherwise extended on mutual understanding. In case, the Contract agreement is extended the period of the Performance security will be get extended by the Contractor accordingly.



Yours faithfully,

(V. J. Kale)
Registrar (I/C)

Copy to: -

The PCDA (Navy),
No. 1 Coopers Road, Colaba,
Mumbai - 400 005

: for information please.

The Armed Forces Tribunal

Sir,

Re: Bank Guarantee favouring yourself

We enclose herewith our Bank Guarantee No. _____ for Rs. _____
/- (Rupees _____ only) each respectively valid up to _____
with the claim expiry of _____ on behalf of our constituents
M/s. _____
_____.

Kindly acknowledge the receipt.

Yours faithfully,

Chief Manager

BANK GUARANTEE

In consideration of _____ ("the beneficiary") having agreed to exempt M/s. _____ (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement dated _____ made between _____ for (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions in the said Agreement, on production of a bank guarantee for Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused or suffered by the beneficiary by reason of a breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, (Bank _____), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the beneficiary by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's(s) failure to perform the said Agreement. Any such demand on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We, (Bank _____), further agree that the guarantee herein contained shall remain in full force and except during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till _____ beneficiary _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee.

4. This contract of Bank Guarantee shall remain in operation for a period of _____ (period for which guarantee is required to be mentioned here) only after the date on which this contract is signed by the parties. The demand, if any, for payment under the terms of this contract shall be made by the beneficiary within the said period of _____. The beneficiary may enforce the right pursuant to such demand in any Court or Tribunal in accordance with law.

5. We, (Bank _____), further agree with the beneficiary that the beneficiary shall have the fullest liberty without our consent and without accepting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to any of the powers exercisable by the beneficiary against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of beneficiary or any indulgence by the beneficiary to the said Contractor(s) or by any such matter.

6. The beneficiary shall, as far as possible, assess and quantify the actual loss / damage suffered before invocation and invoke the guarantee accordingly. If it is / was not possible for the beneficiary to furnish the actual loss / damage suffered at the time of invocation, then, the Bank shall pay the amount in terms of invocation by the beneficiary. The beneficiary shall, nevertheless, at least after receipt of the guarantee money from the Bank, assess and finally quantify the actual loss / damage and while settling the accounts of the contractor / supplier viz., M/s. _____ (mention constituent's name) shall pay the residual dues payable to the contractor / supplier (all relating to the contract in respect of which the guarantee has been issued) and at least to the extent of payment/s made by the bank to / through the Bank and shall not pay the dues, in any event, directly to the contractor / supplier.

7. We, (Bank _____), lastly undertake not to revoke this guarantee during its currency, except with the previous consent of the beneficiary in writing.

8. Notwithstanding anything to the contrary contained herein:-

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only).

(b) This Bank Guarantee shall be valid up to _____.

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (the date of expiry of Guarantee).

Dated this _____ day of _____, 2020.

For (Bank _____)
Bank Seal

(To be typed on Rs. 100 Non Judicial Stamp Paper)

CONTRACT DEED

FOR THE PROVISIONS OF HIRING OF MANPOWER STAFF SERVICES TO
ARMED FORCES TRIBUNAL, REGIONAL BENCH, MUMBAI

It is hereby agreed between The Registrar, Armed Forces Tribunal, Regional Bench, Mumbai, hereinafter referred to as the First Party and _____
_____ hereinafter referred to as the Second Party that:-

1. The Second Party will provide the hiring of manpower staff services Contract for Supply of unskilled, Skilled and Highly Skilled manpower staff on Contract Basis for functions at Government office of total twelve(12 Nos.) personnel to the First Party as mentioned at Para 3 (a) to (e) to this letter. The contractor should supply twelve (12 Nos.) personnel of unskilled, Skilled and Highly Skilled. The Second Party has reassessed for providing Contract for Supply of twelve (12 Nos.) unskilled, Skilled and Highly Skilled manpower staff on Contract Basis for the functions at Government office to be supplied to the First Party.
2. The Second Party shall depute its manpower staff (work force) in respect of the services referred to in Para 1 above.
3. Adequate supervision will be provided by the Second Party to ensure effective performance of the services in accordance with the terms of the contract. Any loss / damage of / to the property / material due to lapses on the part of the Second Party, as may be established by the inquiry conducted by the First Party, will be made good by the Second Party.
4. The First Party agrees to pay as consideration to the Second Party for monthly services of hiring of manpower Contract for Supply of Skilled and Highly Skilled Workers on Contract Basis for functions at Government Office. This will include all taxes, and the payment will be according to actual services rendered by the Second Party. The First Party also agrees to pay the rates as declared by the Government of India, as applicable to various categories of the services and all statutory liabilities.
5. The hiring of manpower staff services contractor's bill for each month will be submitted by the Second Party to the First Party by the third working day of the following month.

6. Bank Guarantee. To ensure due performance of the contract, performance security for an amount of Rs. _____ (Rupees _____) shall be furnished by the Second Party in the form of Bank Guarantee from a Commercial Bank within fifteen days of execution of the contract. The Second Party after satisfactory completion of the term of the contract shall be entitled to receive back that Bank Guarantee.
7. Any deductions in the bill based upon verification and detailed justification by the First Party may be recovered from the following bill as a debt payable by the Second Party.
8. The Second Party and its manpower staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse of the areas of responsibility given to them by the First Party and shall not knowingly lend to any person or company any of the effects or assets of the First Party under its control.
9. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held between the representatives of the two parties and any problem, if arises, will be mutually sorted out and all information related to the subject will be shared.
10. The hiring of manpower services contract will be effective from **01/12/2020** and will remain in force till **30/11/2021**.
11. This contract shall remain in force for the period mentioned in clause 10, until terminated by either party by giving one month's notice in writing or amount equal to one month's consideration, along with any certificate of statutory deposits made by the First Party, like TDS Certificates and outstanding payments, if any.
12. There will be no claim for regularisation of services of any employees of the Second Party in any post in the Armed Forces Tribunal, Regional Bench Mumbai.
13. In the event of any dispute arising out of this Agreement between the parties hereto, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Mumbai. The arbitrator will be nominated by the First Party.
14. The Second Party will ensure that his representative / supervisor will visit Armed Forces Tribunal, Regional Bench Mumbai regularly and interact with the Registrar / staff to ensure satisfactory services.

For and on behalf of the First Party
Second Party.

For and on behalf of the

Armed Forces Tribunal
Regional Bench Mumbai

DETAILS OF HIRING OF MANPOWER STAFF TO BE DEPLOYED

SL.	Category of Persons	No. of Persons	Remarks
1	Tribunal Master Steno Grade 'C' (Highly Skilled)	02 Nos.	
2	Junior Accountant (Highly Skilled)	01 No.	
3	Stenographer Grade 'D' (Skilled)	03 Nos.	
4	Data Entry Operator (Skilled)	04 Nos.	
5	Multi Tasking Staff (unskilled) (Peon-cum helper)	02 Nos.	
Total : -		12 Nos.	

TRIBUNAL MASTER/STENOGRAPHER GRADE 'C'

1. To take dictation of Judgment, Orders and letters etc and to type it.
2. To assist Assistant (Judicial) in his work before the Court.
3. Any other duty assigned to Hon'ble Members and Registrar

Annexure-II

STENOGRAPHER GRADE 'D'

1. To take dictation and to type it .
2. To do typing work of Judicial Branch/Administration Branch/Accounts Section.
3. Any other duty assigned by Hon'ble Members and Registrar.

JUNIOR ACCOUNTANT

1. Preparation of Sanction letter of procurement of items.
2. Preparation of Pay Bill.
3. Preparation of Contingent Bills.
4. Preparation of Monthly Expenditure Return.
5. Holding of Imprest Account.
6. Deposit of Postal Orders with Postal Department for obtaining Cash/Cheque.
7. Depositing Cash/IPO/Pay Order of Legal fee and R.T. fee in Bank.
8. Maintenance of Cash Book and placing the same before Jr. Accounts Officer at the close of the day for checking and his signature.
9. Maintenance of IPO Register.
10. Collection of Cheques/Cash from postal authorities.
11. Depositing cash/ cheque in Bank.
12. Purchase of postal stamps.
13. Maintenance of Book of receipts for money paid in the Tribunal.
14. Preparation and submission of all kind of bill to Pr.C.D.A (Navy) Mumbai for authorization of payment after scrutiny.
15. Custody of Bank /Treasury Pass Book and Cheque Book.
16. To assist Jr.Account Officer in preparation of ECS mandate for RBI in respect of ECS payment with pen drive.
17. Collection of Cheque from P.C.D.A (Navy) of Monthly Salary payment.
18. Attending RBI for handing over Mandate and Pen Drive for Monthly payment.
19. To maintain register of Deposit of payment.

Annexure-III (ii)

- 20 Register of money received on account of subsistence money of Civil prisoners, expenses of witness, miscellaneous petty items required for immediate disbursement.
21. Daily closing of Registers.
- 22 Any other duty assigned by Hon'ble Members and Registrar.

DATA ENTRY OPERATOR

1. Server Start up/Shut down, back up of data daily, help desk from P.A.s to Hon'ble Members and other users of I.T.
2. Development of Programs assigned by NIC system Analyst as part of total system development.
3. Upload of Orders/Judgments/Case Status info to Web servers for internet.
4. Case information system (CIS) Routine changes suggested by Judicial Branches are carried out in the form of Modification programs.

MULTI-TASKING STAFF

1. Opening and closing of Tribunal/Office rooms in absence of Peon.
2. General cleanliness & upkeep of the entire office.
3. Carrying of file, proceedings and other papers from one table to other.
4. Photocopying, sending FAX etc.
5. Assisting Despatch clerk in his work.
6. Delivering mail to other offices.
7. Dusting tables and furniture.
8. Driving of vehicle if having license in absence of regular Driver.
9. Upkeep of potted plants etc.
10. Call Advocates/Parties when Court is on Dias, (in absence of Peon)
11. Any other duty assigned by Hon'ble Members and Registrar.